

THOMAS PETTERS, an individual  
Plaintiff,  
v.  
PACIFIC INDEMNITY COMPANY  
Defendant.

The Defendant, Pacific Indemnity Company, by its attorneys, Borgelt, Powell, Peterson & Frauen, S.C. answers the Plaintiff's Complaint as follows:

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7. Pacific Indemnity Company admits that a policy of insurance numbered 12846395-01 was issued to the Plaintiff. Among other things, this policy of insurance provided coverage to the Plaintiff for the house located at 1840 South Ocean Blvd., Manalapan, Florida. The coverage provided to the Plaintiff is controlled by the terms, conditions, limitations, exclusions, and policy limits contained in the policy of insurance issued to the Plaintiff by Pacific Indemnity Company on December 30, 2004. Pacific Indemnity Company denies the remaining allegations contained in paragraph 7.

8. Pacific Indemnity Company admits the allegations contained in paragraph 8.

9. Pacific Indemnity Company admits the allegations contained in paragraph 9.

10. Pacific Indemnity Company denies the allegations contained in paragraph 10.

11. Paragraph 11 states conclusions of law that Pacific Indemnity Company is unable to respond to. However, the policy of insurance issued to Thomas Petters by Pacific Indemnity Company is controlled by the terms, conditions, limitations, exclusions, and policy limits contained in policy of insurance numbered 12846395-01. Pacific Indemnity Company denies the remaining allegations contained in paragraph 11.

12. Pacific Indemnity Company denies the allegations contained in paragraph 12.

13. Pacific Indemnity Company admits that this matter was assigned claim reference number 047505054884. Pacific Indemnity Company denies the remaining allegations contained in paragraph 13.

14. Pacific Indemnity Company denies the allegations contained in paragraph 14.

15. Pacific Indemnity Company denies the allegations contained in paragraph 15.

16. Pacific Indemnity Company denies any breach of Pacific Indemnity's contractual obligations to the Plaintiff. Pacific Indemnity Company lacks knowledge or information sufficient to form a belief regarding the truth to the remaining allegations contained in paragraph 16.

17. Pacific Indemnity Company denies the allegations contained in paragraph 17.

18. Pacific Indemnity Company denies it breached the terms, conditions, limitations, and exclusions contained in the policy of insurance issued to the Plaintiff by Pacific Indemnity Company. Furthermore, Pacific Indemnity Company denies the specific allegations contained in paragraphs 18 (a) – 18 (d).

19. Pacific Indemnity Company lacks knowledge or information sufficient to form a belief regarding the truth to the allegations contained in paragraph 19.

#### **AFFIRMATIVE DEFENSES**

1. Plaintiff has failed to state a claim upon which relief may be granted.

2. Upon information and belief, there has been improper service of process on Pacific Indemnity Company.

3. Upon information and belief, this court lacks personal jurisdiction over Pacific Indemnity Company.

4. The policy of insurance issued by Pacific Indemnity Company to Thomas Petters does not provide coverage for the allegations contained in the Plaintiff's Complaint.

5. Plaintiff has failed to comply with the terms and conditions set forth in the policy of insurance issued to the Plaintiff by Pacific Indemnity Company.

6. Plaintiff has failed to cooperate or assist Pacific Indemnity Company during the investigation of this claim.

7. The policy of insurance issued by Pacific Indemnity Company to the Plaintiff specifically excludes coverage for the loss allegedly sustained by the Plaintiff.

8. Plaintiff has spoiled and destroyed evidence thereby preventing Pacific Indemnity from conducting a complete investigation.

9. Plaintiff has failed to name all necessary parties to this action.

10. All, or some, of the Plaintiff's claims may be barred by the applicable statute of limitations.

**WHEREFORE**, Defendant, Pacific Indemnity Company, by its attorneys Borgelt, Powell, Peterson & Frauen, S.C., demand judgment as follows:

1. That the Plaintiff's Complaint be dismissed on its merits with judgment granted in favor of these Defendants.

2. That these Defendants be awarded statutory costs and attorney's fees.

3. That this Court grants whatever additional just and equitable relief that it deems proper.

Dated this 19<sup>th</sup> day of March, 2007.

/s/ Frederick J. Strampe  
Frederick J. Strampe  
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